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THIS BOOK DOES  
NOT CIRCULATE

Agreement made the 4<sup>th</sup> day of June, 1971, by and between the Judges of the County Court of Essex County, New Jersey, and their successors (hereinafter referred to as the "Judges") and the Essex County Probation Officers' Association (hereinafter referred to as the Association").

1. The Judges hereby recognize the Association pursuant to Chapter 303, Laws of 1968 (New Jersey Employer-Employee Relations Act) as the sole and exclusive representative of Probation Officers, Principal Probation Officers, and Senior Probation Officers of the Essex County Probation Department to negotiate matters relating to salaries and working conditions for employees in those titles, as fall within the purview of the Judges pursuant to R.S. 2A:168-1 et. seq.

2. Effective January 1, 1971, the annual rates of pay for all Probation Officers and Senior Probation Officers, Principal Probation Officers 1 and 11, to be promulgated by Order of the said Judges, pursuant to R.S. 2A:168-8, will be as follows:

TITLE	MIN	1	2	3	4	5	INCRE
Probation Offcr.	8500	9173	9846	10519	11192	11865	673
Senior P.O.	9400	10145	10890	11635	12380	13125	745
Prin. P.O. II	10700	11500	12300	13100	13900	14700	800
Prin. P.O. I	12000	12876	13752	14628	15504	16380	876

a. Each Officer in the aforelisted titles, who has already reached his maximum salary, shall be advanced to the new maximum established herein as of January 1, 1971.

b. All Probation Officers covered by this Agreement who have not reached the maximum shall receive an increase of \$500. or 5% whichever is

greater effective 1/1/71 plus an adjustment of the difference in dollars between 1970 increment and the 1971 increment.

3. All officers in the above titles, who are required to remain on duty through the supper hour to accept reports of probationers, shall receive a meal allowance of \$4.25 for each such duty assignment.

4. No officer in the above titles shall be required to transport probationers or other defendants in their privately owned automobiles.

5. Effective April 16, 1971, whenever a probation officer uses his automobile for County business he shall be reimbursed at a rate of 12-1/2¢ per mile.

6. As authorized by N.J.S.A. 34:13A-5-3, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable period of time within 3 working days if possible.

At this level, a complaint or grievance need not be in writing;

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer and submitted to the appropriate Assistant Chief Probation Officer, who shall acknowledge its receipt within three working days and shall render a decision within five working days.

Step 3 If not resolved by the Assistant Chief Probation Officer the written grievance shall be referred to the Chief Probation Officer, who shall render a decision within ten days;

Step 4: If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

a. He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;

b. He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition.

c. He may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with the conventionally used rules and procedures utilized for this purpose by recognized public and private arbitration agencies;

(1) The decision of the arbitrator shall be final and binding on both parties.

(2) The cost of arbitration shall be borne equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in step 4c above, is limited exclusively to the provisions of this Agreement. Other grievances not associated with the provisions of this Contract shall be subject only to the application of steps 1,2,3 and 4 a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

The Association agrees to defer further negotiations with the Judges on terms and conditions other than those provided for herein until the Supreme Court issues its decision in the matter involving the Bergen County Board of Freeholders and the Bergen County Probation Officers' Association. Accordingly, the parties agree that, when the New Jersey Supreme Court issues its decision in the Bergen County matter the Association shall have the right to immediately reopen negotiations concerning terms and conditions of employment except salary. It is agreed that no new salary demands will be made for the calendar year 1971.

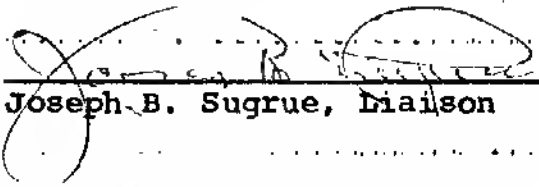
7. In consideration of the fact that the Association is deferring its demands, except as otherwise provided herein, all rights, privileges and benefits which the Probation Officers have heretofore enjoyed and are presently enjoying shall be maintained and continued by the County during the term of this Agreement.

8. The provisions of this Agreement shall remain in effect until

December 31, 1971. Negotiations for the year 1972 concerning all terms and conditions of employment, including salary, may commence after September 15, 1971, upon written notice by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 4<sup>th</sup> day of June, 1971.

For the Judges:

  
Joseph B. Sugrue, Liaison

Roger M. Yancey

William A. Consodine

Leon W. Kapp

Francis W. Hayden

Melvin P. Antell

Van Y. Clinton

Morris N. Hartman

Sam A. Colarusso

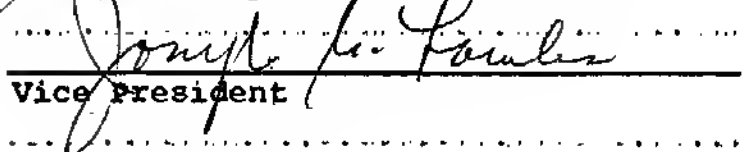
H. Curtis Meanor

Joseph Harrison

John A. Marzulli

For the Association:

  
Joseph P. Caputo, President

  
Vice President